

REQUEST FOR PROPOSAL (RFP)
for
Selection of an Airline Operator
to Provide Flight Operations between Delhi and Shillong
7th February 2020

RFP number: MTC/MD/RFP/2020/749/44

Meghalaya Transport Corporation (MTC)

Police Bazar, Shillong, East Khasi Hills District, Meghalaya-793001
(India)

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**Meghalaya Transport Corporation
Shillong, Meghalaya (India)
TENDER NOTICE**

Notice No. MTC/MD/RFP-NIT/2020/749/44

Dated 6-Feb-2020

The Managing Director, Meghalaya Transport Corporation (MTC), on behalf of the Government of Meghalaya, through the process of tendering invites proposals from eligible bidders for the Selection of an **Airline Operator to provide Flight services between Delhi and Shillong.**

The RFP document is available for downloading at www.megtransport.gov.in and the Meghalaya State Portal at www.meghalaya.gov.in

The last date and time for submission of bids is **24th Feb 2020 at 15:00 hrs IST.**

Sd/-

K.L.Nongbri

Managing Director,

Meghalaya Transport Corporation

Shillong - 793001

Disclaimer

The Request for Proposal (RFP) is issued by the Managing Director, Meghalaya Transport Corporation (MTC), Polize Bazar, East Khasi Hills District, Shillong-793001, on behalf of the Transport Department, Government of Meghalaya. The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially details regarding the project sites, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute,

rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at anytime during the Bidding Process.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Licensee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure selection of the bidder as Licensee.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process

1 INTERPRETATION

- I. In the interpretation of this RFP, unless the context otherwise requires:
- II. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- III. Reference to any gender includes the other genders;
- IV. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- V. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- VI. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- VII. Any reference to a person shall include such person’s successors and permitted assigns;
- VIII. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- IX. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- X. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
- XI. The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified.

2 INTRODUCTION

- (i) Meghalaya- with its swathes of floating clouds and languid misty mornings offers a unique, natural and adventurous experience. From the picturesque Mawphlang in East Khasi Hills to the wondrous Mawlynnong's living root bridges and all the way to chasing the torpedoing torrents in Cherrapunji , Meghalaya offers a novel experience - wrapped in clouds and mists.
- (ii) Shillong, the capital of Meghalaya is nestled in Khasi Hills and is serviced by air connectivity primarily through the Lokpriya Gopinath Bordoloi International Airport at Guwahati. The Guwahati Airport is about 120 kilometres from Shillong, and takes about 3 hours to commute by road. For citizens travelling to Delhi, it takes almost a full day to reach Delhi, including travel by road to Guwahati, boarding flight from Guwahati, and reaching Delhi. For a 1 one day stay at Delhi, usually one needs to plan for 3 days. Therefore, in order to attract relevant tourists and to facilitate the commute to Delhi for residents of the state, a direct air connectivity between Shillong and Delhi is essential.
- (iii) The State Government, through the Meghalaya Transport Corporation (MTC) under the Transport Department, intends to initially provide the flight connectivity between Delhi and Shillong twice a week for a period of 3 months, which may be extended based on performance of the successful bidder and availability of demand by passengers.
- (iv) It is expected to on-board a 40 – 80 seater capacity aircraft. More details on the scope of Services are provided in the Scope of Work section.
- (v) The successful Bidder will be selected under Least Cost Based Selection method (LCBS) and in a Proposal format as described in this RFP, in accordance with the policies of the Government of Meghalaya and as per terms and conditions as contained in this RFP. The bidder is required quote the amount of Viability Gap Fund (VGF) that it would seek to undertake flight operations between for the sector as given at point 3 above.
- (vi) Details on the proposal's submission date, time and address are provided in this RFP.

(vii) In case of any clarifications required by bidders, they may contact:

Deputy General Manager (Administration)
Meghalaya Transport Corporation (MTC)
Shillong-793001, Meghalaya (India),
Mobile: 89742 54116 , 70055 46917
Email: mtc-meg@nic.in and mtc.meg@gmail.com

(viii) Tender Documents can be downloaded from the website **megtransport.gov.in** before the Bid Due Date. The bidders are required to submit the Tender Fee in form of the Demand Draft and EMD in the form of Bank Guarantee from a Bank acceptable to the Authority / Demand Draft along with the Bids. Bidders are required to submit their Technical Bids in the hard copy on the communication address as mentioned below:

Deputy General Manager (Administration)
Meghalaya Transport Corporation (MTC)
Shillong-793001, Meghalaya (India)

(ix) **Important Note:** Price Bids are to be submitted in the prescribed format as mentioned in the RFP. The Price Bid shall not be submitted with the Technical Bid. If Price Bid is submitted along with Technical Bid, it will lead to disqualification of the Bidder.

3 INFORMATION TO BIDDERS

3.1 About MTC

The Meghalaya Transport Corporation (MTC) was constituted under the Transport Department, Government of Meghalaya, as per provisions of the Road Transport Act, 1950. It plays a key role in the matter of rationalisation, development and improvement of Transport System in the State of Meghalaya.

3.2 About Shillong (Umroi) Airport

The information herein provided about Shillong Umroi airport is only indicative.

- (i) The Shillong (IATA: SHL, ICAO: VEBI) Airport at Umroi (Shillong, Meghalaya) is located at:
N25°42.10' / E91°58.52'
- (ii) The Shillong airport is a civilian airport located at Umroi, about 30 kms from Shillong city.
- (iii) Shillong Airport operator: Airports Authority of India (AAI)
- (iv) The elevation of Shillong airport is about 2908 feet above Mean Sea Level (MSL).
- (v) The magnetic variation is 0 degree West.
- (vi) The Runway details are as under:
 - Runway Dimensions (04/22): 5377 x 148 feet / 1639 x 45 meters
 - Surface: Hard

	<u>Runway 04</u>	<u>Runway 22</u>
• Coordinates:	N25°42.03' / E91°58.72'	N25°42.59' / E91°59.22'
• Elevation (feet above MSL):	2911	2898
• Runway Heading:	039°	219°
• Displaced Threshold:	1001 Feet	
- (vii) Navigations:
 - Doppler Very-High-Frequency Omni-Directional Range (DVOR):
 - Transmit frequency TX 122.3 MHz
 - Distance Measuring Equipment (DME):
 - Transmit frequency TX 1194 MHz and receive frequency RX 1131 MHz

- (viii) Runway lights: Edge lights for Runway 04 and 22
- (ix) Landing aids at Runway 04 and 22 : Precision Approach Path Indicator (PAPI)

3.3 Definitions

- (i) **"Authority"** or **"MTC"** means Meghalaya Transport Corporation and its representatives.
- (ii) **"Bidder"** or **"Airline Operator"** or **"Operator"** means any Regional Carrier / Scheduled Carrier / International Carrier who is technically eligible for providing services to the Authority as per the scope of work under the Project.
- (iii) **"Contract / Agreement"** means the agreement signed by the Parties, along with all the documents as listed in this RFP.
- (iv) **"Parties"** means MTC and the successful bidder.
- (v) **"Day"** means calendar day.
- (vi) **"Employer's Representative"** means the person / personnel of the Authority, who acts as the Employer's representative to oversee the activities of consultant from time to time and as directed by MD, MTC.
- (vii) **"Government"** means the Government of Meghalaya.
- (viii) **"Information to Bidders"** means the document, which provides Bidders with all information needed to prepare their Proposals.
- (ix) **"LOI"** means the Letter of Invitation
- (x) **"RFP"** means the Request for Proposal prepared by the Authority for the selection of Airline Operator.
- (xi) **"Services"** means the work to be performed by the Selected Airline Operator pursuant to the signing of Agreement.
- (xii) **"Terms of Reference" (ToR)** means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Authority and the Bidders, and expected results and deliverables of the assignment.

- (xiii) **“Flight”** means departure from the origin and arrival at the destination.
- (xiv) **“Round Flight”** means departure from the origin and return to the origin, eg. flight from Delhi to Shillong and back to Delhi, or Shillong to Delhi and back to Shillong.
- (xv) **“Website”**, unless otherwise specifically stated with a link, shall mean the website of Transport Department accessible at www.megtransport.gov.in

3.4 General Conditions

- (i) The proposal will be rejected for award if it determined that the Bidder (Airlines Operator) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the project in question.
- (ii) A Bidder will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a project if Authority at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, a project; and
- (iii) A Bidder may be declared ineligible and/or blacklisted from further bidding with Office of the MD, MTC for a period as deemed fit by MTC, in case any misrepresentation of facts / details is found in the bid as submitted by them at any point of time.
- (iv) The Authority will have the right to require that a provision be included requiring Bidder to permit MTC to inspect their accounts and records relating to the performance of the Project and to have them audited by authorized representatives of MTC.
- (v) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Bidders shall be aware of the provisions on fraud and corruption.
- (vi) Bidders shall furnish all relevant information, as per the formats provided in the RFP.
- (vii) Proposals as submitted by the Bidders shall have a Bid validity of 180 days from the last date of Bid Submission. During this period, Bidders shall maintain the availability of requisite planes and other supporting requirement as per scope. The Authority will make its best effort to complete negotiations within this period. Should the need arise, however, the Authority may request Bidders to extend the validity period of their proposals.
- (viii) Bidders who agree to such extension shall confirm that they maintain the availability of requisite planes and other supporting requirement. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

- (ix) Clarifications and Amendment of RFP Documents: Bidders may request clarification on any of the points contained in RFP documents up to the number of days indicated in this RFP. Any request for clarification must be sent **ONLY BY EMAIL** at the email address specified in this RFP. During the Pre-Bid meeting, the Authority will clarify the queries of the Bidders who participate in the Pre-Bid meeting. For the Bidders not participating in the pre-bid meeting, the respective queries may be responded by the Authority on a case-to-case basis. Relevant information may also be uploaded by the Authority on the website from time to time.
- (x) At any time before the submission of Proposals, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP documents by amendment. Any such amendment shall be issued in writing through Corrigenda. Corrigenda shall be uploaded in the website and shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of Proposals.
- (xi) All legal disputes pertaining to this RFP and the subsequent Contract agreement to be signed with successful bidder shall be subject to the jurisdiction of courts in Shillong only.

3.5 Bidding Schedule

Sl no	Items	Description
1.	RFP Document	Release Date: 7th Feb 2020
2	Last Date of Submission of Prebid Clarification	14th Feb 2020 till 17:00 hrs IST at following email id: mtc-meg@nic.in and mtc.meg@gmail.com
3	Date, Time and Venue for Prebid meeting	17th Feb 2020 at 15:00 hrs IST at the Conference Hall, Information Technology & Communications Department, Secretariat Hills, Shillong-793001
4.	Last date and time for submission of bids (Technical & Financial both in separate sealed covers) in Hard copy	24th Feb 2020 at 15:00 hrs IST at the Conference Hall, Information Technology & Communications Department, Secretariat Hills, Shillong-793001.

3.6 Pre-Bid Meeting

Queries, if any, proposed to be raised at the pre-bid conference by the Bidder should be submitted to the Authority only by email in the following format:

Sr no.	Section / Para / sub-para of the RFP	Content of the RFP requiring clarification	Clarification sought / Query

The queries should be sent only by email as per timelines mentioned in this RFP.

Pre-Bid meeting shall be held at above address on the designated date and time mentioned in time schedule. A maximum of two representatives of each Bidder shall be allowed to participate in the Pre-Bid meeting on production of Authority letter from the Bidder.

3.7 Minimum Eligibility Requirement

Bidders who comply with the following criteria are eligible for participation in this tender:

All Regional Carriers, Scheduled Carriers and International Carriers, who are qualified to operate the mentioned sector are allowed to participate in the bid. Supporting documentary evidences should be provided for each criteria.

1. The Bidder as a Company must be currently in the aviation business of air-operations under valid Air Operator's Permit (AOP) for the last five years from the last date of submission of the tender.
2. The Bidder should have experience of providing ticketed passenger services for at least two years
3. Aircraft offered should be under Bidder's ownership / wet lease (with documentary proof)
4. Copies of currently valid Certificate of Airworthiness (C of A), C of Registration (C of R), Weight Schedule, other relevant specifications, etc. issued by DGCA, BCAS and other competent authorities, for the operation of the Aircraft service must be furnished along with the Technical Bid.
5. Turnover of the Bidder for the last 3 financial years (2016-17, 2017-18 & 2018-19) should be at least Rs 25 crores in each FY
6. Bidder should have positive Networth in each of the last 3 financial years (2016-17, 2017-18 & 2018-19)

7. Plane model: 40 – 80 seater for Delhi – Shillong– Delhi sector, covering the round trip in not more than 6 hours of flying time.
8. The age of the Aircrafts offered must not be more than 15 years as on 31st December 2019 fro the date of Registration.
9. The Operator’s (Bidder’s) and its Board of Directors Security Clearance should not have been rejected by the Ministry of Home Affairs in the preceding 10 (ten) years. Self declaration should be submitted to this effect.
10. A Certificate from the Statutory Auditor to the effect that the Bidder has requisite financial capacity to carry out the work in addition to their existing business and about the Average Annual Turn Over of last three financial years (2016-17, 2017-18 & 2018-19) etc. as specified in the tender must be enclosed in the Technical Bid.
11. The Operator (Bidder) should not have been established by DGCA to have been involved in any fatal accident in the past 03 years (self declaration to be attached).
12. Should have PAN/ TAN of Income Tax Department.
13. Should have GST registration number.
14. The Bidder (Operator) should submit in original a Solvency Certificate from a nationalized / scheduled bank.

For the above points 1 to 11, the Bidder is required to submit a Compliance Statement with supporting documents wherever applicable.

The **Evaluation Committee** appointed by the Government shall carry out evaluation of Technical Proposals with reference to the information as provided by the Bidders, and the decisions of the Evaluation Committee shall be final.

3.8 Preparation of Proposal

- (i) The Bidders are required to submit the proposal in two parts in two separate envelopes / parts and put together in one single outer envelope. The two parts shall be captioned as follows on the respective envelopes: **(a) Part 1: Bid Processing Fee & EMD and (b) Part 2: Technical Proposal (both Original and Copy)**. The **Financial Proposal** needs to be submitted separately in a sealed cover only. The proposal shall be written in English only. The Part-1 submission (Cover-1) shall contain the following information as described in ensuing sections.

- (ii) **Bid Processing Fee:** Bidder has to furnish, as part of its proposal, non-refundable Bid Processing Fee amounting to **Rs. 10,000/- (i.e. Rupees Ten Thousand Only)**. The Bid Processing Fee shall be to be submitted in the form of a Demand Draft/Pay Order issued by a Nationalized /Scheduled commercial Bank in India in favour of the **“MANAGING DIRECTOR, MTC”** payable at **Shillong**. ***Only Bidders who have submitted the Bid Processing Fee will be allowed to participate in the Pre-Bid meeting.***
- (iii) **Earnest Money Deposit:** Bidder has to furnish, as part of its proposal, Bid Security / Earnest Money Deposit amounting to **Rs. 10,00,000/- (i.e. Rupees Ten Lakhs only)**. The Bid Security (EMD) shall be given in favour of **“MANAGING DIRECTOR, MTC”** payable at **Shillong** having a validity period of not less than 6 months from the Bid due date, payable at any in the form of Bank Guarantee issued by any Nationalized Bank. A format of the BG is included at Annexure . The EMD of the unsuccessful bidders shall be returned by the Authority preferably within 15 days of the signing of the Agreement with the successful Bidder. The EMD of the successful bidder shall be returned upon submission of the Performance Guarantee.
- (iv) **Performance Bank Guarantee:** The selected Airline Operator shall for due and punctual performance of obligations during the Operations Period, furnish an irrevocable and unconditional Bank Guarantee amounting to **10% of the Contract value**. The Bank Guarantee shall be given in favour of **“MANAGING DIRECTOR, MTC”** payable at **Shillong**, having a validity period of not less than 15 months from the date of signing of agreement, in the form of Bank Guarantee issued by any Nationalized Bank.

4 TECHNICAL PROPOSAL

- (i) In preparing the technical proposal, Bidders are expected to examine the submission documents / format / enclosures etc., comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
- (ii) The technical proposal must provide all relevant information, but not limited to the formats provided in the Annexures to this RFP.
- (iii) The technical proposal must not include any financial information, as it may disqualify the bidder from the bidding process.**

5 FINANCIAL PROPOSAL

- (i) In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. It should include all costs associated with the scope.
- (ii) Bidders have to express the Viability Gap Funding requirement for their services in Indian Rupees only. A sample format of the same is placed in Annexure.
- (iii) Conditional Tenders / bids shall not be accepted.

6 SERVICE LEVEL AGREEMENT (SLA)

6.1 If the Aircraft is grounded or not operational for more than 2 consecutive operational days as allowed as per provisions of the Contract (which will be signed with the successful bidder), the Operator shall on demand from the Authority, replace at Operator's own expense, the Aircraft with an identical Aircraft acceptable to the Government of Meghalaya within 2 days of such demand, failing which a penalty of Rs. 1,00,000/- (Rupees One lakh) per operational day will be imposed and shall be deducted from the running Bills of the Operator.

6.2 The Operator shall notify to all concerned authorities / stakeholders, immediately when the Aircraft is grounded or when it is again fully operational and shall keep complete and accurate records of all groundings which the concerned authority may at its discretion inspect at any time.

6.3 The Contract Agreement, along-with detailed SLAs and other related terms and conditions shall be signed between MTC and the successful bidder before commencement of the operations.

7 EVALUATION OF PROPOSALS & RELATED

7.1 Submission of proposal

- (i) The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initialled by the person who signs the Proposals. The Proposal must contain in original the authorization by the concerned authority through a Power of Attorney authorizing the signatory to sign the Bid documents on behalf of the company.
- (ii) Each of the proposals, along with their relevant enclosures should be bound, paginated, with an index of submission on the first page. Unbounded, un-indexed, un-signed, un-paginated, un-stamped Bids submissions are liable to be treated as non-responsive.
- (iii) An authorized representative of the Bidder shall initial all pages of original Technical Proposal. The representative's authorization shall be in the form of a written power of attorney accompanying the Proposal, or in any other form demonstrating that the representative has been duly authorized to sign. The (original) signed Technical proposal shall be marked "ORIGINAL"
- (iv) Bidders must submit one original and 1 (one) copy of technical proposal only. The Bid Processing Fee and the EMD must be in one Envelope (cover-1) and Technical Proposal (1 original + 1 copy) must be in one envelop (Cover-2). The envelope must be clearly marked on top as "Technical Proposal".

- (v) The two separate envelopes containing the Bid Processing Fee & EMD in one envelope and Technical Proposals in other, should be placed in one cover and addressed to Managing Director, Meghalaya Transport Corporation (MTC), Polize Bazar, East Khasi Hills District, Shillong-793001, and labelled "Proposal for Selection of Airline Operator to Provide Flight services between Delhi and Shillong".
- (vi) The completed proposals must be delivered / submitted on or before the submission time and date as stated in this RFP. The Authority shall not be responsible for misplacement, losing or pre-matured opening, if the outer envelope is not sealed and / or not marked as stipulated. Any late submissions will be returned to the Bidder unopened.
- (vii) After the deadline for submission of proposals, the Technical Bid envelope shall be opened in the presence of the Bidders / their Authorized Representatives who choose to attend.

7.2 Technical Proposal Evaluation

The following procedure shall be adopted in evaluating the proposals: Stage 1: Test of responsiveness

- (i) Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this tender. A Bid shall be considered responsive only if:
 - (ii) It is received as per the formats prescribed in this RFP
 - (iii) It is received by the Bid due date including any extensions thereof. It is signed, sealed, bound together and marked as stipulated in this Request for Proposal document.
 - (iv) It contains information in formats same as those specified in this Request for Proposal document. It contains the necessary documentary proof as specified in the checklist mentioned in Request for Proposal document.
 - (v) It does not contain any condition or qualifications, and it is not non-responsive in terms hereof.

7.3 Financial Proposal Evaluation

- (i) After the evaluation of technical proposal is completed, the Authority may notify those Bidders whose Technical proposals were considered non-responsive and not qualifying as per RFP Terms of Reference, indicating that their Financial Proposals will not be opened.

- (ii) The qualified technical proposals only shall be evaluated on a **Least Cost Based System (LCBS)**.
- (iii) The Authority shall inform the Bidders who have qualified in the Technical Proposal after the evaluation of Technical Proposal before the date of financial bid opening.
- (iv) The Financial Proposals shall be opened in the presence of the Bidders / authorized representatives who choose to attend.
- (v) It is expected that Bidders shall determine the costs appropriately and shall take necessary care in allocating budgets adequately.
- (vi) The criteria for the selection of the Airline Operator, individually for each sector, will be the lowest quoted VGF/ per seat, as per financial proposal template in Annexure to this RFP.
- (vii) Prior to the expiration of period of validity of proposal, Authority shall notify the successful Bidder who has emerged the lowest bidder (L1).
- (viii) MTC or its authorized representatives reserves the right to inspect the Aircraft proposed to be deployed by the operator. During the inspection, if the proposed Aircraft is found to be unsatisfactory for carrying out the Scope of work as per the RFP, MTC may not award the Contract, or if already awarded, MTC reserves the right to terminate the contract forthwith.

7.4 Award of Work

- (i) After completion of negotiations with the preferred bidder, the Authority shall award the work to the selected Bidder by Issuing a Letter of Invitation.
- (ii) The successful Bidder with whom the Agreement is signed is expected to commence the Flight Operations on or before **7th March, 2020**.

7.5 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process without the consent of the appropriate Authority.

7.6 Force Majeure

- (i) Force Majeure shall mean any event beyond the control of Authority or of the Operator, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following: a. War, hostilities, invasion, act of foreign enemy and civil war; b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts; c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague; d. Earthquake, fire, flood or cyclone, or other natural disaster.
- (ii) As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail: a. The date of commencement of the event of Force Majeure; b. The nature and extent of the event of Force Majeure; c. The estimated Force Majeure Period, d. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Agreement is affected by the Force Majeure. e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby. f. Any other relevant information concerning the Force Majeure and / or the rights and obligations of the Parties under the Agreement.

7.7 Termination of Contract agreement

The Contract agreement, which will be signed between MTC and successful bidder (Operator) may be terminated forthwith by either party by giving written notice to the other if:

- a) The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

- b) The Agreement may be terminated forthwith by the Authority by giving written notice to the Agency, if:
- I. In case of breach of any of terms and conditions of the Agreement by the Agency, the Competent Authority of the Authority shall have the right to terminate the Agreement without assigning any reason thereof, and nothing will be payable by the Authority and in that event the security deposit in the form of Performance Security shall be forfeited and encashed.
 - II. The Agency does not provide services as per the Scope of Work / Requirements
 - III. The Agency goes bankrupt and becomes insolvent.
 - IV. Fraud and Corrupt Practices: The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Agency, as the case may be, if it determines that the Bidder or Authority, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.
 - V. Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Authority, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or

Authority shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them: a. corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project; b. fraudulent practice means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process; c. coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process; d. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and e.

restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7.8 Right of Rejection & Cancellation

- (i) **Rejection:** Authority reserves the right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP prior to, and including, the preproposal meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of work at any time. The receipt of proposals shall not in any way, obligate the Authority to enter into an Agreement, or any other agreement of any kind with the Bidder. All submitted copies of the proposals shall become the property of Authority.
- (ii) **Cancellation:** The Authority also reserves the right to cancel the tendering process at any stage without assigning any reason whatsoever.

8 TERMS OF REFERENCE

8.1 Scope of Work

The Meghalaya Transport Corporation (MTC) on behalf of Government of Meghalaya seeks to engage an Airlines Operator to start flight services between Shillong and Delhi, twice a week, initially for a period of 3 months, which may be extended based on the performance of the successful bidder (Operator) and demand trend from passengers.

The flight services shall be between:

- DELHI (IATA: DEL, ICAO: VIDP) and
- SHILLONG (IATA: SHL, ICAO: VEBI)

The main scope of the Operator would include:

- i. The Airlines Operator shall have to provide operations for the sector Delhi – Shillong – Delhi.
- ii. Airlines Operator would be required to operate flights between Shillong and Delhi twice a week, initially for a period of 3 months, which may be extended based on the performance of the successful bidder (Operator) and demand trend from passengers.
- iii. The Operator is expected to deploy 40 to 80 seater aircraft.
- iv. The age of the Aircraft shall not be more than 15 years as on 31st December 2019
- v. The Operator shall be required to manage the entire airline role, such as sale of tickets on their e-platform, passenger and cargo handling at all destinations, and ground handling.
- vi. The Operator shall be required to procure all the applicable permissions and approvals for all destinations, including overflying areas from DGCA, State Government or any other relevant authority.
- vii. The Operator, its Aircraft and the crew must meet all the requirements laid down in the latest guidelines and circulars as issued by the Directorate General of Civil Aviation (DGCA) and the Ministry of Home Affairs (MHA) from time to time.
- viii. The Operator shall maintain complete logs and records of the flights, crew, passengers, baggage, check-ins, security clearances, and all other matters as

mandated by DGCA, and provide for the perusal of the Authority as may be required from time to time.

- ix. The Operator shall submit periodic reports to the Authority, with details of day-wise operations. It will, *inter alia*, include the Airline Manifest Report (AMR), Standard Operating Procedures (SOP), Safety Evacuation Plan, and any other document / report as mandated by DGCA or required by MTC/ Government of Meghalaya.
- x. The Operator shall adhere to the protocol and operational requirements pertaining to VVIP / VIP on-board the Aircraft as per DGCA norms and guidelines.
- xi. The Operator shall keep the Authority informed regarding any deviations in the usual operations of service.
- xii. The Operator shall provide and maintain for entire duration of the Contract (which will be signed with the successful bidder later) and undertake insurance of 3rd party legal liability including war risks, riots, fire, hijacking and shall cover passengers and their baggages. The liability cover would be as under:
 - A) Adult above the age of 12 years - Indian rupees INR - 7,50,000 (Rupees Seven Lacs fifty thousand only)
 - B) Individual below the age of 12 years - Indian rupees INR - 3,70,000 (Rupees three Lacs seventy thousand only)
 - C) Baggage and Cargo compensation shall be given by the Insurer of the Operator

8.2 Indicative role of MTC

- (i) The MTC / State Government of Meghalaya will provide facilitation wherever required for the Operator in obtaining permissions from DGCA, AAI, etc.
- (ii) MTC will provide confirmation of Aircraft Landing Facilities as certified by DGCA, AAI and clarification of the Airport, cleared for all such Landings and Take-offs.
- (iii) MTC will charge no Landing, no Parking, no housing charges at Umroi Airport, Shillong for the Operator's Aircrafts.
- (iv) MTC will not charge for X-Ray, Security Hold and Airport Usage at Umroi Airport, Shillong.

- (v) MTC will provide free check in Counters (2 nos.) and One City Side Ticketing office at no cost.
- (vi) MTC will provide back-office space of about 200 Sq. Ft at Shillong airport at minimal and subsidized rate.
- (vii) MTC / Government of Meghalaya may engage a competent third party auditor from time to time to audit the sale of tickets, etc.

9 PAYMENT TERMS

- (i) Background: The selection of the bidder will be based on quoted lowest amount of VGF per seat – share contribution from Government with reference to Aircraft.
- (ii) Payment: The payment shall be made on weekly basis as per the quoted and approved VGF. The payment will be based on the unit rate of VGF per seat multiplied by number of VGF seats quoted. All payments will be subject to TDS.

ANNEXURES

Annexure-1 Letter of Proposal

(On Firm's Letter Head)

Date:

Place:

To,

The Managing Director,
Meghalaya Transport Corporation (MTC)
Shillong East Khasi Hills
Meghalaya-793001

Sub: Response to RFP for Selection of an Airline Operator to Provide Flight services between Delhi and Shillong

Dear Sir,

1. With reference to your RFP Document of the captioned subject, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Operator for providing services. The proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Operator for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against

the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum and Corrigendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the tendering process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Operator, without incurring any liability to the Applicants in accordance with the RFP document.
9. I/We declare that we/any member of the team, are/is not a Member of a/any other bidder applying for Selection as an Operator.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our consortium partner or Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the work for the project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Consortium Partner or Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Consortium Partner or Associates or against our CEO or any of our Directors.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Operator or in connection with the selection process itself in respect of the above mentioned Project.
14. We have paid Bid Processing charges as required in this RFP.
15. I/We have submitted Bid Security as per the time mentioned in this RFP.
16. I/We agree and understand that the proposal is subject to the provisions of the RFP document.
17. If our company is selected as the Operator for MTC, Government of Meghalaya, we agree to comply with the Scope of Work as stated in this RFP, failing which it may be considered to be a breach of Contract as per provisions of this RFP and subsequent Contract.
18. I/We agree to keep this offer valid for 180 (One Eighty Days) days from the Proposal Due Date specified in the RFP.
19. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is enclosed.
20. In the event of my/our Firm being selected as the Operator, I/we agree to enter into an Contract agreement with the MTC / Authority.
21. I/We have studied RFP and all other documents carefully and we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the selection process including the award of Project.
22. The Bid is submitted in two envelopes within prescribed schedule, the Technical Proposal & Financial Proposal shall constitute the Application which shall be binding on us.
23. We indemnify MTC, Government of Meghalaya against all claims, losses, costs, damages, expenses, action suits and other proceeding attributable to us.

24. We understand that any false declarations made shall be treated as breach of contract and liable to be prosecuted under provisions of the law.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

Annexure-2 Particulars of Bidder

Sr	Description	Details (to be filled by the responder to Bid Document)	Page number in Bid document (to be filled by Bidder)
1	Name of the Bidder		...
2	Official address		...
3	Phone no. and Email id		...
4	Corporate Headquarters Address		
5	Corporate Phone no. and Email id		
6	Website		
7	Details of Bidder's Registration (Please enclose copy of the registration document)		
8	Name of Registering Authority		
9	Registration Number and Year of Registration		

Contact Details of officials (at least two) for future correspondence regarding the bid process:

Details	Authorized signatory contact	Secondary contact
Name		
Title		
Company address		
Phone		
Mobile		
Email		

(To be supported by relevant documents.)

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

Annexure-3 Power of Attorney

(Draft template)

Know all men by these presents, we, (name of the firm/ and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Request for Proposal (RFP) for Selection of an Airline Operator to Provide Flight Operators between Delhi and Shillong including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020 For.....

(Signature, name, designation and address) Witnesses:

1

2

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Annexure-4 Technical requirements

Name of the Bidding company / Operator:.....

Name, Type, Model, Seating capacity, etc. and complete specification of the AIRCRAFT proposed to be provided	*Minimum Passenger seats and minimum carrying capacity (excluding Pilots)
1.	1.

(i) All supporting documents must be enclosed, which *inter alia* should include Certificate of Airworthiness, Weight schedule, technical specifications, relevant documents, etc.

(ii) Photographs of the proposed aircraft (exterior and interior) must be enclosed.

(iii) The Plane model for Delhi – Shillong– Delhi sector should be of 40 to 80 seater and covering the round trip in not more than 6 hours of flying time.

Annexure-5 Financial capacity

S. No	Financial Year	Annual Revenue (in Rs.)
1.	2016-17	
2.	2017-18	
3.	2018-19	
	Net worth as on 31/03/2019 is Rs. _____	
	Certificate from the Statutory Auditor	
<p>This is to certify that the above financial position extracted from the audited financial statement of M/s -----(Name of Bidder) for the last three completed accounting years up to 2018-19 are correct.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm:</p> <p>Date:</p> <p>(Signature, name and designation of the authorized signatory)</p>		

Annexure-6 Checklist for Eligibility and Technical requirements

[REFER SECTION 3.7 for Sr 1 to 14 AND ANNEXURE-4 for Sr 15 to 18]

Sr	Details (Supporting documents)	Yes / No	Reference Page number of relevant supporting documents
1	The Bidder as a Company must be currently in the aviation business of air-operations under valid Air Operator's Permit (AOP) for the last five years from the last date of submission of the tender.		
2	The Bidder should have experience of providing ticketed passenger services for at least two years		
3	The Bidder should have experience of providing ticketed passenger services for at least two years		
4	Copies of currently valid Certificate of Airworthiness (C of A), C of Registration (C of R), Weight Schedule, other relevant specifications, etc. issued by DGCA, BCAS and other competent authorities, for the operation of the Aircraft service must be furnished along with the Technical Bid.		
5	Turnover of the Bidder for the last 3 financial years (2016-17, 2017-18 & 2018-19) should be at least Rs 25 crores in each FY		
6	Bidder should have positive Networth in each of the last 3 financial years (2016-17, 2017-18 & 2018-19)		
7	Plane model: 40 – 80 seater for Delhi – Shillong– Delhi sector, covering the round trip in not more than 6 hours of flying time.		
8	The age of the Aircrafts offered must not be more than 15 years as on 31st December 2019 from the date of Registration.		
9	The Operator's (Bidder's) and its Board of Directors Security Clearance should not have been rejected by the Ministry of Home Affairs in the preceding 10 (ten) years. Self declaration should be submitted to this effect.		

10	A Certificate from the Statutory Auditor to the effect that the Bidder has requisite financial capacity to carry out the work in addition to their existing business and about the Average Annual Turn Over of last three financial years (2016-17, 2017-18 & 2018-19) etc. as specified in the tender must be enclosed in the Technical Bid.		
11	The Operator (Bidder) should not have been established by DGCA to have been involved in any fatal accident in the past 03 years (self declaration to be attached).		
12	Should have PAN/ TAN of Income Tax Department.		
13	Should have GST registration number.		
14	The Bidder (Operator) should submit in original a Solvency Certificate from a nationalized / scheduled bank.		
15	Annexures (except Financial proposal, which shall be part of Financial Bid sealed envelope) as per template in RFP		
16	All Supporting documents as per Annexure 4 (i)		
17	Supporting documents as per Annexure 4 (ii)		
18	Supporting documents as per Annexure 4 (iii)		
19	Any other relevant document		

All the supporting documents must be serially page numbered, with Index table at the beginning of the tender document, failing which the Bid may be rejected.

Annexure-7: Proposed operational schedule

TENTATIVE PROPOSED SCHEDULE

(WHICH MAY BE SUBJECT TO APPROVALS BY DGCA, GMR AIRPORTS, AAI, ETC)

Flight Number	Departing from	Proposed Depart time	Arriving at	Proposed Arrival time	Days of Operations (wef --/--/2020 till --/--/2021)
	New Delhi (DEL)		Shillong (SHL)		
	Shillong (SHL)		New Delhi (DEL)		
		

MTC prefers direct flights from Delhi – Shillong – Delhi. However, Bidders should mention specifically in the above Table if there are any stop-overs proposed, and reasons thereof.

Annexure-8: Financial proposal letter

(On Firm's Letter Head)

(Date and Reference)

To,
The Managing Director
Meghalaya Transport Corporation (MTC)
Shillong, East Khasi Hills District,
Meghalaya-793001

Sub: Selection of an Airline Operator to Provide Flight services between Delhi and Shillong

Dear Sir,

I/We _____ Bidder/Bidders herewith enclose the Financial Proposal for selection of my/our firm as an Operator for above captioned work.

I/We agree that this offer shall remain valid for a period of 180 (One hundred and Eighty) days from the last date of submission of bids or such further period as may be mutually agreed upon.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

NOTE: *The Financial Proposal is to be filled strictly as per the forms given in RFP.*

Annexure-9: Financial proposal

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Duration	Route	Passenger Seating Capacity of the proposed Aircraft (i.e excluding crew)	Number of Seats proposed for VGF (Minimum 70% of B)	VGF quote for <u>Shillong - Delhi</u> per seat	VGF quote for <u>Delhi-Shillong</u> per seat	Quote (Rs)
				Capped at maximum of Rs 6500	Capped at maximum of Rs 5500	
For THREE Months	Delhi - Shillong - Delhi	B		D1	E1	T1 = D1 + E1
For ONE Year	Delhi - Shillong - Delhi			D2	E2	T2 = D2 + E2
Total Quote (Rs)						T = T1+T2
Total Quote in Words (T):						

Note: Financial Evaluation Criteria:

- (i) The Bidder / Operator providing lowest quotation for T will be declared Lowest Bidder (L1)
- (ii) The Ticket price for the seats as to be mentioned at column (d) by Bidder in the above table, is capped at Rs 7000/- per seat.
- (iii) The selected Operator should ensure that all the VGF seats are sold out, before opening the bookings of non-VGF seats for a particular flight. The MTC / Government of Meghalaya may get the same verified by a competent third party auditor from time to time.

Signature of Authorized Signatory

Name of the Firm

Annexure-10: Bank Guarantee template

Bank Guarantee for EMD

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref No. _____ Guarantee No. _____

Date: _____

To

The Managing Director

Meghalaya Transport Corporation (MTC)

Police Bazar, East Khasi Hills District

Shillong-793001, Meghalaya

Dear Sir,

In consideration of the (Insert name of the Bidder) submitting the Bid inter alia for Selection of an Airline Operator to provide Flight services between Delhi and Shillong in response to the RFP issued by MEGHALAYA TRANSPORT CORPORATION (MTC), Shillong, DATE the ..., 2020 and (Insert Name of the bidder) being a bidder, required to deposit EMD as per the terms of the RFP, the _____ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay "MANAGING DIRECTOR, MTC" (hereinafter referred to as "Nodal Agency") at Shillong forthwith on demand in writing from MD, MTC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs. 10,00,000/- (Ten lakhs only) on behalf of M/s (insert name of Bidder).

This guarantee shall be valid and binding on this Bank for a period of 180 days from the date of submission of the bid and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee will be invoked in the account of MITS as under:

Name of Account Holder	MANAGING DIRECTOR, MTC
Bank Name & Branch Name & Address	State Bank of India, Police Bazar Branch, Shillong, Meghalaya
IFSC	SBIN0000181
Account No.	10881227413

Our liability under this Guarantee is restricted to any amount up to and not exceeding Rs. 10,00,000/- (Ten lakhs only) from the date of opening of bids. The Nodal Agency shall be entitled to invoke this Guarantee until _____ (insert date which is six months after the date in the preceding sentence).

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ (Bidder's name) on whose behalf this Guarantee is issued.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Nodal Agency in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to any amount up to and not exceeding Rs. 10,00,000/- (Ten lakhs only), and it shall remain in force for a period of 180 days with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.

For

(Insert name of the Bank) Banker's Stamp and Full Address.

Dated this

day of 2020